

1 DAVID B. GOLUBCHIK (State Bar No. 185520)  
2 TODD M. ARNOLD (State Bar No. 221868)  
3 LEVENE, NEALE, BENDER, YOO & GOLUBCHIK L.L.P.  
4 2818 La Cienega Avenue  
5 Los Angeles, California 90034  
6 Telephone: (310) 229-1234  
7 Facsimile: (310) 229-1244  
8 Email: [dbg@lnbyg.com](mailto:dbg@lnbyg.com); [tma@lnbyg.com](mailto:tma@lnbyg.com)

9 Attorneys for Debtor and Debtor in Possession

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**LOS ANGELES DIVISION**

In re:

CRESTLLOYD, LLC,

Debtor and Debtor in Possession.

Case No.: 2:21-bk-18205-DS

Chapter 11 Case

**ERRATA TO APPLICATION OF DEBTOR  
AND DEBTOR IN POSSESSION TO:**  
**(1) EMPLOY THE BEVERLY HILLS  
ESTATES AND COMPASS AS REAL ESTATE  
BROKERS PURSUANT TO 11 U.S.C § 327(a),  
WITH COMPENSATION DETERMINED  
PURSUANT TO 11 U.S.C. § 328,**  
**(2) EMPLOY CONCIERGE AUCTIONS, LLC  
AS AUCTIONEER PURSUANT TO 11 U.S.C §  
327(a), WITH COMPENSATION  
DETERMINED PURSUANT TO 11 U.S.C. §  
328, AND**  
**(3) APPROVE THE PAYMENT OF  
COMPENSATION TO REAL ESTATE  
BROKERS AND AUCTIONEER FROM  
ESCROW UPON CLOSING**

[No hearing required unless requested per L.B.R.  
2014-1(b)]

1 Crestlloyd, LLC, the Chapter 11 debtor and debtor in possession herein (the “Debtor”),  
2 hereby submits this errata to its *Application Of Debtor And Debtor In Possession To: (1) Employ The*  
3 *Beverly Hills Estates And Compass As Real Estate Brokers Pursuant To 11 U.S.C § 327(a), With*  
4 *Compensation Determined Pursuant To 11 U.S.C. § 328, (2) Employ Concierge Auctions, Llc As*  
5 *Auctioneer Pursuant To 11 U.S.C § 327(a), With Compensation Determined Pursuant To 11 U.S.C. §*  
6 *328, And (3) Approve The Payment Of Compensation To Real Estate Brokers And Auctioneer From*  
7 *Escrow Upon Closing* application (the “Application”) [Dkt. 74] Capitalized terms herein have the  
8 same meanings as ascribed to them in the Application.

9 The Auction Agreement between the Debtor and the Auctioneer was attached to the  
10 Application as **Exhibit “2.” Exhibit “A”** to the Auction Agreement, which is the Bidder Terms and  
11 Conditions, was inadvertently excluded from the Application when it was filed. Therefore, **Exhibit**  
12 **“A”** to the Auction Agreement, which is the Bidder Terms and Conditions, is attached hereto as  
13 **Exhibit “A.”**

14 Dated: December 16, 2021

CRESTLLOYD, LLC

15 /s/ Todd M. Arnold

16 DAVID B. GOLUBCHIK

17 TODD M. ARNOLD

18 LEVENE, NEALE, BENDER, YOO

& GOLUBCHIK L.L.P.

19 Attorneys for Debtor and Debtor in Possession  
20  
21  
22  
23  
24  
25  
26  
27  
28

**“EXHIBIT “A” TO AUCTION AGREEMENT - BID  
TERMS AND CONDITIONS**

**CONCIERGE AUCTIONS, LLC  
BIDDER TERMS AND CONDITIONS  
944 AIROLE WAY, LOS ANGELES,  
CALIFORNIA (the “Property”)**

**BidderName:** \_\_\_\_\_ (**“Bidder”**)

**CellPhone:** \_\_\_\_\_ **WorkPhone:** \_\_\_\_\_

**EmailAddress:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

The real property auction services offered by Concierge Auctions, LLC and/or its affiliates or subsidiaries (collectively, “**Concierge**,” “**we**,” “**us**” or the “**Company**”) through the [www.conciergeauctions.com](http://www.conciergeauctions.com) website and its Mobile Bidding Application (collectively, the “**Website**”) or any services provided in connection with the Website (the “**Services**”) and the use of the Website including any content, functionality and services offered on or through the Website, whether as a guest or a registered user, are governed by these Terms and Conditions (together with all separate documents/pages linked to these terms and incorporated by reference, the “**Terms and Conditions**” or “**Agreement**”). By accessing or using the Website, you (“**Bidder**” or “**you**”) agree that (1) you have read and familiarized yourself with these Terms and Conditions, (2) you understand the Terms and Conditions, and (3) you are bound by the Terms and Conditions in your use of the Website and the Services. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE WEBSITE OR THE SERVICES AND DO NOT PARTICIPATE IN THE AUCTION. YOUR USE OF THE WEBSITE AND/OR YOUR PARTICIPATION IN THE AUCTION, CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO COMPLY WITH THESE TERMS AND CONDITIONS. These Terms and Conditions constitute a binding contract and the entire agreement between you and Concierge regarding their subject matter and supersede and replace any and all prior or contemporaneous agreements between the parties regarding such subject matter.

You acknowledge that the owner of the Property, Crestlloyd, LLC (“**Seller**”), filed for bankruptcy protection on October 26, 2021 under chapter 11 of title 11 of the United States Code §§ 101, et seq. (the “**Bankruptcy Code**”) and is a Chapter 11 debtor in possession of the Property in its bankruptcy case pending in the United States Bankruptcy Court for the Central District of California (the “**Court**”) (Case No. 2:21-bk-18205-DS). On December \_\_\_\_\_, 2021, the Court entered its order approving these Terms and Conditions. You acknowledge that any sale of the Property at the Auction is subject to the approval of the Court and requires the entry of an order of the Court approving the sale which will be obtained by Seller as soon as reasonably practicable after the Auction.

**Registration and Eligibility.** The Website and the Services are only available to persons with the legal capacity to enter into this Agreement and to purchase real property. Generally, the Website is intended for use only by persons over 18 years of age. Concierge may, at its sole and absolute discretion, refuse to accept your registration, and may, at any time after accepting registration, refuse to permit a Bidder’s continuing use of the Website or the Services for any reason or no reason at all. Tampering with the Website, misrepresenting the identity of a Bidder or conducting fraudulent activities on the Website are prohibited.

**Accessing the Website and Account Security.** We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users. You are responsible for:

- ☐ Making all arrangements necessary for you to access the Website.
- ☐ Ensuring that all persons who access the Website through your internet connection are aware of these Terms and Conditions and comply with them.

To access the Website or some of the resources it offers, you will be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions

Bidder Initials

we take with respect to your information consistent with our Privacy Policy. The Privacy Policy is expressly incorporated into these Terms and Conditions by this reference.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password or other security information. You may be held liable for any losses incurred by Concierge, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your account or password. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You may not use the account, username, or password of someone else at any time.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms and Conditions.

**Electronic Communications.** When you visit the Website or send e-mails to us, you are communicating with us electronically and you consent to receive electronic communications from us. We will communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

**Property Auction Details.** Concierge will present the Property for sale by auction (the "**Auction**") on behalf of the Seller of the Property. By participating in the Auction, you acknowledge and agree that you are bound by any additional terms that may be imposed by Concierge and the Seller and announced prior to or at the Auction either on the Property web page or otherwise.

Please note that the Property has not been fully constructed and has no Certificate of Occupancy. Please refer to the Property-specific web page on the Website for the following Auction-specific details, among others:

- Cooperating Broker Commission Percentage
- Due diligence materials and other Property information
- HOA and other Property Ownership restrictions
- The form of Purchase and Sale Agreement that you would be required to sign

The information on the Property web page may be updated regularly so please check back to that page on a regular basis to be sure you are reviewing the most recent information regarding the Property Auction.

**Bidding.** Bidding shall commence on February 7, 2022 (the "**Auction Start Date**") at approximately 4:00 p.m. (Pacific Time) and shall continue for three (3) business days and conclude on February 10, 2022 at approximately 4:00 p.m. (Pacific Time) (the "**Auction End Date**").

All Auction bidding is open to the public without regard to race, color, sex, religion, familial status, disability or national origin, as well as to any Secured Creditors Entitled to Credit Bid. There is no reserve price. Subject to Court approval, the Bidder who submits the highest bid (the "**High Bid**") (meaning the highest bid acknowledged by Concierge) will be the buyer (the "**Buyer**") of the Property, and the Bidder who submits the second highest bid (the "**Second High Bid**") (meaning the second highest bid acknowledged by Concierge) will be the back-up buyer (the "**Back-Up Buyer**") of the Property.

By participating in the Auction, you represent, warrant and covenant that any bid you make constitutes an irrevocable offer to purchase the Property for the full amount of the High Bid (or the Second High Bid for a Back-Up Buyer) and that once a High Bid (or the Second High Bid for a Back-Up Buyer) is accepted, you are obligated to purchase the Property for the amount of the High Bid (or the Second High Bid for a Back-Up Buyer).

In the event of any dispute among Bidders, or in the event of doubt on the part of Concierge as to the validity of any bid, Concierge will have the final discretion to determine the High Bid, the Buyer, the Second High Bid, and the Back-Up Buyer. If any dispute arises after the Auction, Concierge's Auction record shall determine conclusively all bidding issues, including but not limited to the High Bid, the Buyer, the Second High Bid, and the Back-Up Buyer.

YOU MAY WISH TO CONSULT WITH A LICENSED REAL ESTATE BROKER, ADVISER, ATTORNEY, CONTRACTOR OR OTHER EXPERT PRIOR TO YOUR PARTICIPATION IN THE AUCTION.

Concierge may allow telephonic, electronic, absentee or proxy bids as a convenience to Bidders who are not present at the Auction and/or are not able to use the Website. Concierge is not responsible for any errors or omissions in connection with such bids, including, without limitation, poor connections, Internet outages, poor reception, dropped calls, recording failures, busy signals and missed calls. Furthermore, Concierge does not represent or warrant that the functions, features or content contained in any telephonic bidding, electronic bidding, internet bidding website or any third-party software, products, or other materials used in connection with internet or electronic bidding, will be timely, secure, uninterrupted or error-free, and Concierge does not represent or warrant that defects will be corrected.

Subject to Section 363(k) of the Bankruptcy Code, Hankey Capital, LLC, which allegedly has a claim against Seller secured by the Property, and any other creditor that allegedly has a claim against Seller secured by the Property (collectively, the “**Secured Creditors**”), may be entitled to “credit bid” (“**Credit Bid**”) to purchase the Property up to the full allowed amount of their secured claims as determined by the Court.

**Bidder Requirements.** To be qualified to bid at the Auction and before any bidding at the auction, you must (1) sign these Terms and Conditions and return them to Concierge so that they are actually received by Concierge before any bids are made by Bidder, (2) wire a deposit in the amount of US \$250,000 (the “**Bidder’s Deposit**”) into the Escrow Agent’s account per the instructions set forth on the Property web page so that it is actually received by the Escrow Agent before any bids are made by Bidder, provided that any Secured Creditor that is entitled to Credit Bid shall not be required to pay a Bidder’s Deposit, (3) show proof of funds and/or readily liquidated assets sufficient to purchase the Property so that such proof of funds and/or readily liquidated assets are actually received by Concierge before any bids are made by Bidder, provided that any Secured Creditor that is entitled to Credit Bid shall not be required to provide proof of funds and/or readily liquidated assets, except to the extent its bid will exceed the amount the Secured Creditor is entitled to Credit Bid. The “**Escrow Agent**” shall be set forth on the Property web page. If Bidder is the Buyer or the Back-Up Buyer, the Bidder’s Deposit shall be handled in accordance with these Terms and Conditions and any the Purchase and Sale Contract executed by Bidder. If Bidder is not the Buyer or the Back-Up Buyer, then the Bidder’s Deposit shall be refunded by 5:00 p.m. EST on the second business day following the Auction

**Buyer’s Premium.** The Buyer (and the Back-Up Buyer if the Buyer defaults) will be required to pay a fee to Concierge in the amount of twelve percent (12.00%) of the Purchase Price to be paid by the Buyer (or the Back-Up Buyer if the Buyer defaults) (the “**Buyer’s Premium**”). The Buyer’s Premium to be paid to Concierge in connection with the Auction is separate from the Purchase Price for the Property to be paid to Seller and is an obligation of the Buyer to Concierge. The Escrow Agent shall hold any Bidder Deposits and the Buyer’s Premium. Buyer acknowledges and agrees that the Buyer’s Premium is deemed earned upon conclusion of the Auction and that the Buyer’s Premium shall be disbursed to Concierge by the Escrow Agent, provided that the conditions to payment of the Buyer’s Premium to Concierge established by the Court have been satisfied. The Buyer’s Premium is not a real estate commission; it is the fee that Concierge charges to bidders for bringing the Property to auction. Any applicable real estate commissions will be as set forth in the California Association of Realtors’ standard Residential Purchase Agreement and Joint Escrow Instructions (C.A.R. Form RPA, Revised 12/18), Contingency Removal (C.A.R. Form CR, Revised 12/20), and related agreements (the “**Purchase and Sale Contract**”) to be signed by the Buyer and any Back-Up Buyer and will be paid by Seller. Concierge is merely an auctioneer – it is not acting as a real estate agent in any capacity for any party and it is not involved in any way in connection with the closing of any real property transaction and all such real estate brokerage, closing and escrow functions will be handled exclusively by third party real estate brokers or other professionals.

**Furnishings.** The Property is being sold unfurnished.

#### **Bid Acceptance; Completion; Auction Methods.**

Once bidding is completed and the Buyer and any Back-Up Buyer are declared, the Buyer and any Back-Up Buyer (conditioned upon Buyer’s default) will be required to immediately execute the Purchase and Sale Contract in the form attached hereto as **Exhibit “A”** and other documents required by the Escrow Agent or otherwise in connection with the purchase of the Property. The executed Purchase and Sale Contract and other documents reasonably required by the Escrow Agent must be received by the Escrow Agent from (1) the Buyer by no later than 5:00 p.m. Pacific Time on the first business day following the Auction End Date and (2) any Back-Up Buyer by no later than 5:00 p.m. Pacific Time on second business day following written notice from Concierge, the Escrow Agent, or Seller (or any of their attorneys) that the Buyer defaulted and that the Back-Up Buyer’s Second High Bid is accepted. The Back-Up Buyer’s Second High Bid amount shall be

Bidder Initials

irrevocable and the Back-Up Buyer is required to keep its bid and offer to purchase the Property open, and to allow the Escrow Agent or any other Escrow Company or Title Company holding the Back-Up Buyer's Bidder's Deposit, to maintain any Bidder's Deposit paid by the Back-Up Buyer in connection with the sale of the Property (or any other amounts collected from the Back-Up Buyer) (collectively the "**Back-Up Deposit**") (subject to applicable laws) for a period of 45 days after the Auction End Date.

The Buyer shall initiate a wire transfer to the Escrow Agent to increase its Bidder's Deposit up to twelve percent (12.00%) of the Purchase Price (the "**Deposit**"). The Deposit must be received by the Escrow Agent no later than 5:00 p.m. Pacific Time on the second business day following the Auction End Date.

If the Buyer: (1) defaults under these Terms and Conditions, and/or the applicable Purchase and Sale Contract, or (2) the Court does not approve the sale of the Property to the Buyer, Concierge shall have the right to declare the Back-Up Buyer to be the Buyer of the Property within forty-five (45) days after the Auction End Date. If the Back-Up Buyer is declared the Buyer, the Back-Up Buyer shall initiate a wire transfer to the Escrow Agent to increase its Back-Up Deposit up to twelve percent (12.00%) of the Purchase Price. The Back-Up Buyer's Deposit must be received by the Escrow Agent no later than 5:00 p.m. Pacific Time on the second business day following written notice from Concierge, the Escrow Agent, or Seller (or any of their attorneys) that the Buyer defaulted and that the Back-Up Buyer's Second High Bid is accepted.

Other than in regard to the Default Provisions in the Terms and Conditions, including in regard to the retention of any Bidder's Deposit, Deposit, or Back-Up Deposit by Concierge and/or Seller, as between Buyer and Seller, the Purchase and Sale Contract supersedes any and all other documents or information (including without limitation these Terms and Conditions) and serves as the definitive document for the purchase and sale of the Property. Concierge is not a party to the Purchase and Sale Contract. Concierge does not guarantee that the sale of the Property will be consummated. In addition, the sale of the Property will require post-Auction Court approval. If you are the Buyer or Back-Up Buyer for the Property, your bid remains irrevocable while the Seller seeks approval of your High Bid (or the Second High Bid) and the sale of the Property to you.

The term "**Purchase Price**" shall mean the High Bid, excluding other amounts payable by the Buyer in connection with closing, such as customary closing costs, escrow/closing fees, property taxes, insurance, transfer fees/taxes in accordance with the Purchase and Sale Contract. Therefore, Buyer's total obligation toward the purchase of the Property is equal to the Purchase Price, the Buyer's Premium and those customary closing costs. To that end, all Bidders are strongly encouraged to review the Purchase and Sale Contract prior to bidding and to consult with an attorney or other professional.

**Closing / Escrow Agent.** Closing will take place in accordance with the Purchase and Sale Contract and any related documents. Unless otherwise stated on the Property web page, escrow services shall be provided exclusively by the Escrow Agent set forth in the Purchase and Sale Contract.

**Closing Date.** The date of closing or completion of the purchase of the Property between Buyer and Seller shall be the "**Closing Date**" set forth in the Purchase and Sale Contract. In certain cases, Seller may extend the Closing Date pursuant to the Purchase and Sale Contract or as otherwise negotiated between Seller and Buyer.

**Default.** Your failure to comply with the Terms and Conditions will result in a default and, upon default, without any required notice to you, the Bidder's Deposit, Deposit, Back-Up Deposit and any Buyer's Premium shall be retained by Seller and/or Concierge in addition to other equitable and legal remedies under applicable law, all of which are reserved.

**Auction Procedures.** Subject to these Terms and Conditions (1) Concierge's verbal or written announcements made at the Auction will take precedence over all printed material or other previously made statements, (2) Concierge reserves the right to waive or modify any previously announced requirements, (3) Concierge reserves the right in its sole discretion to accept or reject any bids made before the Auction begins, and (4) the method of Auction, order of Auction, and bidding increments shall be determined by Concierge in its sole discretion, including, without limitation, Concierge's right to pause and resume bidding during the Auction. Concierge reserves the right to reject any bid that is only a minimal increase over the preceding bid, or that Concierge believes was made illegally or in bad faith. All decisions of Concierge are final as to bidding issues, cancellation or any other matters that may arise before, during or after the Auction. If Concierge perceives attempted collusion, Concierge will cancel the Auction or refuse to accept a bid. Collusion between bidders is prohibited by various applicable laws. Concierge reserves the right to deny any person admittance to the Auction or expel anyone who Concierge believes may disrupt, cause any nuisance or interfere with the Auction in any way or for any other reason in Concierge's discretion. The Auction does not begin until Concierge accepts the first bid on the Auction Start Day.



**Property Inspection/Due Diligence/Disclaimer.** Prior to the commencement of the Auction, it is the Bidder's sole responsibility to perform any inspections and due diligence Bidder deems pertinent to the purchase of the Property, to be satisfied as to the condition of the Property prior to bidding and to review all due diligence materials provided with respect to the Property. EACH BIDDER ASSUMES ANY AND ALL RISKS ASSOCIATED WITH ANY SUCH INSPECTION AND ITS DUE DILIGENCE ACTIVITIES. **The Property, both real and personal (if any), is being sold in its existing "AS IS, WHERE IS, WITH ALL FAULTS" condition, with no expressed or implied guarantees, representations or warranties whatsoever, unless required by law.** Personal on-site inspection of the Property is strongly recommended, and you are advised to independently verify all information you deem important. Bidder acknowledges that he/she has reviewed the diligence materials and disclosures provided on the applicable Property web page; however, Concierge assumes no liability for errors or omissions in these disclosures or any other property listings or advertising, promotional or publicity statements and materials which is why it is important to verify independently all such information. Although information has been obtained from resources deemed reliable, Concierge does not make any guarantee as to the accuracy of any such information.

The Property will be shown upon request made to Owner's brokers whose contact information is posted on the Property's web page. Any open houses or showings are hosted solely by third party real estate agents acting on behalf of Seller, and Concierge has no responsibility for such open houses, including but not limited to cancellations or changes in times, all of which are the sole responsibility of the third-party real estate agents.

In connection with any due diligence, inspection, visit and/or investigation of the Property by you and or any person/entity/representative acting on your behalf (the "**Inspectors**"), you and the Inspectors shall (a) ensure that the Property is kept free and clear of liens, (b) ensure that any and all damage arising from such inspection is repaired, and (c) indemnify, defend and hold Seller and Concierge harmless from all liability, claims, demands, damages and/or costs directly or indirectly arising therefrom. Inspectors shall carry, or require anyone acting on Inspector's behalf to carry, policies of liability insurance, workers' compensation and other applicable insurance with adequate limits, defending and protecting Seller and Concierge from liability for any injuries to persons or property damage occurring during any inspection of the Property.

By registering as a Bidder and bidding at the Auction, you shall be deemed to represent, warrant and agree with respect to each Property you bid on that: (a) you have reviewed all due diligence materials related to the Property, you have inspected the Property, you are familiar and satisfied with the condition of the Property and you have conducted such investigation of the Property as you deemed appropriate, (b) neither Concierge nor Seller, nor any affiliate, agent, officer, employee or representative of either of them, has made any verbal or written representation, warranty, promise or guarantee whatsoever to you, expressed or implied, and in particular, that no such representations, warranties, guarantees, or promises have been made with respect to the condition, operation, or any other matter or thing affecting or related to the Property and/or the offering or sale of the Property, (c) you have not relied upon any representation, warranty, guarantee or promise or upon any statement made or any information provided concerning the Property, including but not limited to information made available on-line at the Website, in Auction Advertising, in the Auction brochure, or provided or made available by Concierge or by Seller, or their respective affiliates, agents, officers, employees or representatives, (d) you have made your bid after having relied solely on your own independent investigation, inspection, due diligence, analysis, appraisal and evaluation of the Property and the facts and circumstances related thereto, (e) you have actual authority to enter a bid and to enter into the Purchase and Sale Contract, (f) you have the capacity to close the transaction pursuant to the Purchase and Sale Contract, (g) any information provided or to be provided by or on behalf of the Seller with respect to the Properties including, without limitation, all information contained on the Website, in Auction advertising, or any other printed or online materials being made available to you by Seller and Concierge, was obtained from Seller and/or Seller's agents, and Concierge has not made any independent investigation or verification of such information, and makes no representations as to the accuracy or completeness of such information, (h) without limiting the generality of the foregoing, Concierge shall not have any obligation to disclose to any Bidder, and shall have no liability for its failure to disclose to any Bidder, any information known to them relating to any Property except as may be required by law, and (j) Concierge is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property, or the operation thereof, made or furnished by any real estate broker, agent, employee, or other person.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS OR THE PURCHASE AND SALE CONTRACT, ALL BIDDERS ACKNOWLEDGE AND AGREE THAT THEY ARE BIDDING FOR AND, WHEN THE HIGH BIDDER IS CONFIRMED BY CONCIERGE, WILL ACQUIRE THE PROPERTY, INCLUDING THE IMPROVEMENTS CONSTRUCTED ON THE PROPERTY AND ANY APPLIANCES AND BUILDING SYSTEMS, IN ITS "AS IS" CONDITION AS OF AUCTION DAY, WITH ALL DEFECTS, BOTH PATENT AND LATENT, AND WITH ALL FAULTS, WHETHER KNOWN OR UNKNOWN, PRESENTLY EXISTING OR THAT



MAY HEREAFTER ARISE (TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW). ALL PROSPECTIVE BIDDERS ACKNOWLEDGE AND AGREE THAT CONCIERGE HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATION, WARRANTY, PROMISE, COVENANT, AGREEMENT OR GUARANTY OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, IF ANY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL PURPOSES, ACTIVITIES AND USES WHICH BIDDER MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (H) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE; (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, (J) THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY, (K) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY THAT MAY BE PROVIDED TO BIDDER, (L) THE CONFORMITY OF THE PROPERTY TO APPLICABLE ZONING OR BUILDING CODE REQUIREMENTS, (M) THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SUSCEPTIBILITY TO LANDSLIDES, SUBSIDENCE, SUFFICIENCY OF UNDER-SHORING, SUFFICIENCY OF DRAINAGE, OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE LAND OR ANY BUILDINGS OR IMPROVEMENTS SITUATED THEREON, (N) WHETHER THE PROPERTY IS LOCATED IN A SPECIAL STUDIES ZONE UNDER THE PUBLIC RESOURCES CODE OR A SEISMIC HAZARDS ZONE OR A STATE FIRE RESPONSIBILITY AREA, OR A SPECIAL FLOOD HAZARD ZONE OR (O) THE PRESENCE OF TERMITES OR OTHER PESTS AND ANY DAMAGE TO THE PROPERTY AND/OR ITS IMPROVEMENTS THAT MAY HAVE OCCURRED AS A RESULT. BIDDER ACKNOWLEDGES THAT THE PROPERTY AND ITS IMPROVEMENTS MAY NOT BE IN COMPLIANCE WITH APPLICABLE ZONING, BUILDING, HEALTH OR OTHER LAWS OR CODES, AND NEITHER SELLER, CONCIERGE NOR ANY OF ITS REPRESENTATIVES OR AGENTS HAVE OCCUPIED THE PROPERTY AND THE PROPERTY MAY NOT BE IN HABITABLE CONDITION. ALL PROSPECTIVE BIDDERS FURTHER ACKNOWLEDGE AND AGREE THAT, WITHOUT LIMITATION, SELLER AND CONCIERGE HAVE NOT MADE, DO NOT MAKE, AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OR WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTIES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY APPLICABLE LAW, INCLUDING THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. EACH PROSPECTIVE BIDDER AND ANYONE CLAIMING BY, THROUGH OR UNDER THE SAME HEREBY FULLY AND IRREVOCABLY RELEASE SELLER AND CONCIERGE, AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS, FROM ANY AND ALL CLAIMS THAT HE/SHE/IT OR THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLERS AND/OR CONCIERGE, AND/OR THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS, FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATING TO THE CONDUCT OF THE AUCTION AND/OR THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL MATTERS, AFFECTING THE PROPERTY, OR ANY PORTION THEREOF. THIS RELEASE INCLUDES CLAIMS OF WHICH PROSPECTIVE BIDDER IS PRESENTLY UNAWARE OR DOES NOT PRESENTLY SUSPECT TO EXIST IN HIS/HER/ITS FAVOR WHICH, IF KNOWN BY PROSPECTIVE BIDDER, WOULD MATERIALLY AFFECT PROSPECTIVE BIDDER'S RELEASE OF SELLERS AND CONCIERGE. EACH PROSPECTIVE BIDDER SHOULD CONSIDER THESE MATTERS WHEN REGISTERING AS A BIDDER AND BEFORE PARTICIPATING IN ANY AUCTION AND PLACING BIDS.

YOU ACKNOWLEDGE AND AGREE THAT THIS RELEASE AND DISCLAIMER IS INTENDED TO BE VERY BROAD AND YOU HEREBY WAIVE AND RELINQUISH ANY RIGHTS OR BENEFITS YOU MAY HAVE UNDER ANY STATE OR FEDERAL LAW OR LEGAL PRINCIPLE DESIGNED TO INVALIDATE RELEASES OF UNKNOWN OR UNSUSPECTED CLAIMS TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

Concierge is not acting in any capacity as a real estate agent or broker for any Bidder or for the Seller. **Please note the amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the client and broker.**

**Conditions of Sale.** Bidder agrees and understands that any sale of the Property shall be subject to the following terms and conditions:

a. The Bidder shall, at the Bidder's sole expense and prior to the commencement of the Auction, obtain any and all inspections and repairs that it deems appropriate.

b. If for any reason, or no reason whatsoever, the Seller is unable to deliver good and marketable title to the Property to the Bidder, the Bidder's sole remedy shall be the return of any money that it has deposited toward the purchase of the Property.

c. The Seller is selling the Property in its "AS IS, WITH ALL FAULTS" condition or basis by warranty deed without any representations or warranties whatsoever, including, without limitation, representations or warranties as to oil and mineral rights, city or government agency notifications regarding work to be done, physical condition, compliance with state, city or federal statutes, codes, ordinances, or regulations, geological stability, zoning, suitability for improvement, and fire insurance policies to cover any improvements on the Property, nor any assurances regarding the subdividability of the Property, provided, however, that the Seller shall be required to deliver good and marketable title to the Buyer or any Back-Up Buyer.

d. THE BUYER'S PURCHASE OF THE PROPERTY IS A CASH TRANSACTION WITH NO CONTINGENCIES OR CONDITIONS OF ANY KIND, including, without limitation, a contingency for financing, due diligence or inspections, except that the Seller is required to (y) obtain Court approval and the entry of an order of the Court approving the sale of the Property to the Buyer that is not subject to a stay pending appeal and (z) deliver good and marketable title to the Property to the Buyer.

e. The sale of the Property is subject to Court approval after notice to the United States Trustee, all creditors, and all parties in interest as required by the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and Local Bankruptcy Rules, which approval will be obtained by Owner as soon as reasonably practicable after the completion of the Auction.

f. The Property is being sold subject to standard allocations and any and all easements, restrictions, rights and conditions of record and rights of way, against, on or regarding the Property. Title, however, is to be transferred free and clear of all liens, claims and encumbrances except those non-monetary liens and encumbrances set forth on that certain preliminary title report prepared by Chicago Title Company and dated as of November 16, 2021, a copy of which is available on the Property web page.

g. Escrow for the sale of the Property to the Buyer or any Back-Up Buyer shall be scheduled to close on February 28, 2022.

**Dispute and Withdrawal.** Concierge may, in the event of any dispute between bidders, determine the successful bidder or re-offer the subject Property for auction. Should there be any dispute after the Auction, Concierge's record of the High Bid, the Buyer, the Second High Bid, the Back-Up Buyer, and the Purchase Price shall be conclusive to resolve the dispute. Concierge and Seller reserve the right to withdraw the Property before or at the Auction in its sole discretion and shall have no liability whatsoever for such withdrawal.

**Cancellation/Postponement.** SUBJECT TO APPROVAL BY THE COURT AND ANY REQUIRED CONSENT FROM HANKEY CAPITAL, LLC, CONCIERGE SHALL HAVE THE RIGHT TO CANCEL, POSTPONE OR RESCHEDULE THE AUCTION.

**Applicable Laws.** The respective rights and obligations of the parties with respect to these Terms and Conditions and the conduct of the Auction shall be governed, enforced and interpreted by the laws of the state of New York, without regard for conflicts of law principles, provided that any rights and obligations as between Owner and Buyer shall be construed and enforced in accordance with the laws of the State of California, without regard to conflicts of law principles.

**PRESS RELEASES/PROMOTION.** Each attendee of the Auction shall be deemed to have consented to the issuance of press releases and other public communications by Seller, Concierge and/or their agents regarding the Auction and the Property offered or sold at the Auction. By executing these Terms and Conditions each attendee of the Auction authorizes and consents to the recording of such attendee's participation and appearance on video tape, audio tape, film, photograph or any other medium and the exhibition or distribution of such recording without restrictions or limitation for any promotional purpose which Concierge and those acting pursuant to its authority, deem appropriate. Bidder hereby releases and discharges Concierge, its members, officers, employees, representatives and agents, from any and all claims and demands arising out of or in connection with the use of such photographs, film or tape, including but not limited to any claims for defamation or invasion of privacy or rights to publicity.

**NO WARRANTIES.** *COMPANY HEREBY DISCLAIMS ALL WARRANTIES.* COMPANY IS MAKING THE WEBSITE AVAILABLE "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE WEBSITE OR THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE WEBSITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

**INDEMNIFICATION.** Bidder shall indemnify, defend (by counsel satisfactory to Concierge) and hold harmless Concierge and its officers, employees, agents and representatives (collectively, the "*Indemnitees*"), against any claim, demand, cause of action, loss, liability, deficiency, fine, penalty, damage or expense (including reasonable attorney's fees and costs and including interest and penalties) (a "*Loss*") which any Indemnitee may suffer, incur, sustain or become subject to, as a result of or in connection with: (i) any breach by Bidder of any representation, warranty, obligation or covenant set forth in these Terms and Conditions; (ii) any breach by Bidder of any Purchase and Sale Contract; and (iii) any damage to person or property caused by Bidder in connection with the Property or the Auction.

**LIMITATION OF LIABILITY.** You agree that Concierge shall not be liable for any damages of any type or nature (whether in contract, tort or otherwise) sustained or claimed by any Bidder or any other person or entity in connection with the Auction and/or the sale of any Property and/or the failure of any party to complete the sale of any Property. Without limiting the foregoing, in no event shall Concierge's liability to any Bidder for any act or omission occurring in connection with the Auction exceed the amount that such you have actually paid to Concierge as a deposit or as payment for a particular Property. Offers made at the Auction are void where prohibited by law. IN NO EVENT WILL CONCIERGE BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSSES RELATED TO BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THE SALE OF THE PROPERTY OR THE AUCTION, OR OUT OF ANY BREACH OF WARRANTY, EVEN IF CONCIERGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action.

**Limitation on Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, THE WEBSITE OR AN AUCTION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**NOT AN OFFER TO SELL; SOLICITATION ONLY.** Any information on any website, in any brochure, e-mail or postcard and any and all information available regarding the Properties shall not constitute an offer to sell or a solicitation of any offer to buy any Property. In addition, and without limiting the foregoing, any website, advertisement or brochure shall not constitute an offer to sell or a solicitation of any offer to buy nor shall there be any Auction of any Property in any state in which such offer, solicitation, or Auction would be unlawful. Offers made at the Auction are void where prohibited by law.

**LICENSING.** For information about Concierge's licensing and bonding, please contact Concierge.

**THIRD PARTIES.** Concierge and/or Seller may provide and/or designate certain third parties to provide ancillary services in connection with a Property Auction and/or links to the websites or products or services of others ("**Third-Party Services**"). Concierge and Seller have no control over, and no liability for any such Third-Party Services. Any such designations do not constitute an endorsement by Concierge or Seller of such third-party service providers, or the products, or services of such third parties. These third parties operate independently of Concierge and Seller and have established their own terms and conditions and policies. Bidder acknowledges and agrees that Concierge and Seller are not responsible for any damages or losses caused or alleged to have been caused by the use of any Third-Party Services.

**SEVERABILITY; WAIVER.** If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible to affect the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. No waiver of any breach of any provision of these Terms and Conditions shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

**ENTIRE AGREEMENT.** These Terms and Conditions, together with any additional terms and conditions specific to a particular auction (which are incorporated herein by reference and can be found through one or more links on the detail page for the auction in question), constitute the entire agreement between Concierge and Bidder regarding its subject matter and supersede and replace any and all prior or contemporaneous agreements between the parties regarding such subject matter.

**ARBITRATION; VENUE; PREVAILING PARTY.** The parties agree to submit all controversies, disputes, claims and matters of difference arising out of or relating to these Terms and Conditions, including but not limited to its enforcement, scope and/or interpretation, exclusively to arbitration in New York, New York in accordance with the Commercial Arbitration Rules of the American Arbitration Association from time to time in effect (the "**Arbitration Rules**"). The parties may agree on a retired judge as sole arbitrator. In the absence of such agreement, there will be three arbitrators, selected in accordance with the Arbitration Rules. If there are three arbitrators, a decision reached by at least two of the three arbitrators will be the decision of the arbitration panel. The parties agree to abide by all decisions reached and awards rendered in such arbitration proceedings, and all such decisions and awards will be final and binding on both parties. Judgment upon the award may be entered in any court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement. By bidding at an auction, whether present in person, or by agent, by proxy, by written bid, telephone bid, internet bid, or other means, the Bidder shall be deemed to consent to the jurisdiction of the state and federal courts located in the County of New York, State of New York (and of the appropriate appellate courts therefrom) in any such action or proceeding (including an action to compel arbitration) and waives any objection to venue. Process in any action or proceeding may be served personally or by registered mail anywhere in the world. In the event of any such arbitration or any permitted court action, the prevailing party shall be entitled to reimbursement from the non-prevailing party of all reasonable attorney's fees and costs/expenses of the prevailing party and any award of the arbitrator(s) or court will include costs and reasonable attorneys' fees to the prevailing party. If any Party files a court action arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, to compel or stay arbitration, or to confirm, vacate or modify an arbitration award (except for a non-contested application to confirm), or to seek payment of any attorneys' fees and/or costs awarded by the arbitrator(s) but not paid by the non-prevailing party in the arbitration, or in the event any Party seeks enforcement of any arbitration award or judgment arising out of an arbitration award, reasonable attorney's fees and other costs incurred by the prevailing Party in such court action or in connection with such judgment enforcement shall be reimbursed by the non-prevailing Party. THE PARTIES UNDERSTAND THAT, ABSENT THIS AGREEMENT, THEY WOULD HAVE THE RIGHT TO SUE EACH OTHER IN COURT, AND THE RIGHT TO A JURY TRIAL, BUT THEY GIVE UP THOSE RIGHTS VOLUNTARILY AND AGREE TO RESOLVE ANY AND ALL GRIEVANCES BY ARBITRATION. Notwithstanding the foregoing, in the event there is a controversy, dispute, claim or matter of difference arising between (1) Owner and Concierge, or (2) Owner and any Bidder, Buyer, or Back-up Buyer relating to the Terms and Conditions, the conduct of the auction, and the sale of the Property pursuant to the Purchase and Sale Contract, the parties agree (1) to submit all such controversies, disputes, claims and matters of difference arising as a core proceeding exclusively in the Court and agree to submit to personal jurisdiction in the Court, sitting without a jury, which is expressly waived and (2) in the event of any such Court action, the prevailing party shall be entitled to reimbursement from the non-prevailing party of all reasonable attorney's fees and costs/expenses of the prevailing party and any award of the Court will include costs and reasonable attorneys' fees to the prevailing party.

**Intellectual Property Rights.** The Website and its entire contents, features and functionality (including all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms and Conditions permit you to use the Website for your personal, noncommercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- ☐ Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- ☐ You may store files that are automatically cached by your Web browser for display enhancement purposes.
- ☐ You may print or download one copy of a reasonable number of pages of the Website for your own personal, noncommercial use and not for further reproduction, publication or distribution.
- ☐ If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, noncommercial use, provided you agree to be bound by our end user license agreement for such applications.
- ☐ If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- ☐ Modify copies of any materials from this site.
- ☐ Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- ☐ Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.
- ☐ Access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms and Conditions, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark and other laws.

**Trademarks.** The Company name and its logos and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners. [Copyright Policy](#).

**Prohibited Uses.** You may use the Website only for lawful purposes and in accordance with these Terms and Conditions. You agree not to use the Website:

- ☐ In any way that violates any applicable federal, state, local or international law or regulation (including any laws regarding the export of data or software to and from the US or other countries).
- ☐ For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- ☐ To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter” or “spam” or any other similar solicitation.
- ☐ To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including by using email addresses or screen names associated with any of the foregoing).
- ☐ To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the



Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- ☐ Use the Website in any manner that could disable, overburden, damage or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- ☐ Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- ☐ Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- ☐ Use any device, software or routine that interferes with the proper working of the Website.
- ☐ Introduce any viruses, trojan horses, worms, logic bombs or other material that is malicious or technologically harmful.
- ☐ Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- ☐ Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- ☐ Otherwise attempt to interfere with the proper working of the Website.

Concierge reserves the right to terminate your use of the Services and/or the Website. To ensure that Concierge provides a high quality experience for you and for other users of the Website and the Services, you agree that Concierge or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Website or the Services. Concierge does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Concierge reserves the right to terminate your account or your access to the Website immediately, with or without notice to you, and without liability to you, if Concierge believes that you have violated any of the Terms of Use, furnished Concierge with false or misleading information, or interfered with use of the Website or the Services by others.

**Reliance on Information Posted.** The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on or use of such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

**Changes to the Website.** We may update the content on this Website from time to time, but its content is not necessarily complete or up to date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

**Information About You and Your Visits to the Website.** All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

**Force Majeure.** We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms and Conditions, for any failure or delay in our performance under these Terms and Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

**Linking to the Website and Social Media Features.** You may link to our homepage, provided you do so in a way that is

fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part.

This Website may provide certain social media features that enable you to:

- ☐ Link from your own or certain third-party websites to certain content on this Website.
- ☐ Send emails or other communications with certain content, or links to certain content, on this Website.
- ☐ Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- ☐ Establish a link from any website that is not owned by you.
- ☐ Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in- line linking, on any other site.
- ☐ Link to any part of the Website other than the homepage.
- ☐ Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms and Conditions.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with these Terms and Conditions. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

#### **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

---

Bidder Signature

---

Date

---

Bidder Initials



## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 2818 La Cienega Avenue, Los Angeles, CA 90034.

A true and correct copy of the foregoing document entitled **ERRATA TO APPLICATION OF DEBTOR AND DEBTOR IN POSSESSION TO: (1) EMPLOY THE BEVERLY HILLS ESTATES AND COMPASS AS REAL ESTATE BROKERS PURSUANT TO 11 U.S.C § 327(a), WITH COMPENSATION DETERMINED PURSUANT TO 11 U.S.C. § 328, (2) EMPLOY CONCIERGE AUCTIONS, LLC AS AUCTIONEER PURSUANT TO 11 U.S.C § 327(a), WITH COMPENSATION DETERMINED PURSUANT TO 11 U.S.C. § 328, AND (3) APPROVE THE PAYMENT OF COMPENSATION TO REAL ESTATE BROKERS AND AUCTIONEER FROM ESCROW UPON CLOSING** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **December 16, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Kyra E Andrassy kandrassy@swelawfirm.com, lgarrett@swelawfirm.com;gcruz@swelawfirm.com;jchung@swelawfirm.com
- Todd M Arnold tma@lnbyg.com
- Jerrold L Bregman jlbregman@bg.law, ecf@bg.law
- Marguerite Lee DeVoll mdevoll@watttieder.com
- Thomas M Geher tmg@jmbm.com, bt@jmbm.com;fc3@jmbm.com;tmg@ecf.inforuptcy.com
- David B Golubchik dbg@lnbyg.com, stephanie@lnbyb.com
- James Andrew Hinds jhinds@hindslawgroup.com;mduran@hindslawgroup.com, mduran@hindslawgroup.com
- Robert B Kaplan rbk@jmbm.com
- Jane G Kearl jkearl@watttieder.com
- Jennifer Larkin Kneeland jkneeland@watttieder.com
- Michael S Kogan mkogan@koganlawfirm.com
- Noreen A Madoyan Noreen.Madoyan@usdoj.gov
- Ryan D O'Dea rodea@shulmanbastian.com, lgauthier@shulmanbastian.com
- Sharon Oh-Kubisch sokubisch@swelawfirm.com, gcruz@swelawfirm.com;1garrett@swelawfirm.com;jchung@swelawfirm.com
- Ronald N Richards ron@ronaldrichards.com, morani@ronaldrichards.com
- Victor A Sahn vsahn@sulmeyerlaw.com, pdillamar@sulmeyerlaw.com;pdillamar@ecf.inforuptcy.com;vsahn@ecf.inforuptcy.com;cblair@sulmeyerlaw.com;cblair@ecf.inforuptcy.com
- David Seror dseror@bg.law, ecf@bg.law
- Zev Shechtman zshechtman@DanningGill.com, danninggill@gmail.com;zshechtman@ecf.inforuptcy.com
- Lindsey L Smith lls@lnbyb.com, lls@ecf.inforuptcy.com
- United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov
- Jessica Wellington jwellington@bg.law, ecf@bg.law

**2. SERVED BY UNITED STATES MAIL:** On **December 16, 2021**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Debtor  
Crestlloyd, LLC  
c/o SierraConstellation Partners LLC  
355 S. Grand Avenue Suite 1450  
Los Angeles, CA 90071

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **December 16, 2021**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

December 16, 2021

Lourdes Cruz

/s/ Lourdes Cruz

Date

Type Name

Signature